

CITY OF RICHFIELD, MINNESOTA

TUESDAY, MARCH 11, 2014

RICHFIELD MUNICIPAL CENTER
6700 PORTLAND AVENUE

SPECIAL CITY COUNCIL MEETING

BABCOCK ROOM

6:45 P.M.

AGENDA

Call to order

Roll call

1. Interview of person interested in serving on a City advisory commission (Council Memo No. 28)

Notes: _____

Adjournment

REGULAR CITY COUNCIL MEETING

COUNCIL CHAMBERS

7:00 P.M.

AGENDA

INTRODUCTORY PROCEEDINGS

Call to order

Roll call

Open forum (15 minutes maximum)

Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council on items not on the agenda. Individuals who wish to address the Council must have registered prior to the meeting.

Notes: _____

Pledge of Allegiance

Approval of the minutes of the (1) Special City Council Meeting of February 25, 2014; (2) Special City Council Worksession of February 25, 2014; and (3) Regular City Council Meeting of February 25, 2014

COUNCIL DISCUSSION

1. Council discussion
 - Hats Off to Hometown Hits

Notes: _____

AGENDA APPROVAL

2. Council approval of the agenda

CONSENT CALENDAR

3. **Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.**
 - A. Consideration of the approval of a resolution amending the 2013 General Fund Budget by authorization of a transfer of appropriations from the Legislative/Executive and Administrative Services Departments to the Public Safety and Public Works Departments S.R. No. 62
 - B. Consideration of the approval of the contract renewal with Adesa Minneapolis for 2014/2015 for auctioning forfeited vehicles from Public Safety/Police S.R. No. 63
 - C. Consideration of the approval of the 2014 Agreement with Hennepin County Human Services and Public Health Department and the City of Richfield Police Department for continuing funds for a Police Cadet position and JCPP training. S.R. No. 64

Notes: _____

4. Consideration of item(s), if any, removed from Consent Calendar

Notes: _____

PUBLIC HEARING

5. Public hearing regarding the issuance of new on-sale wine and 3.2 percent malt liquor licenses for Tejaban Mexica Grill, LLC, d/b/a Fire Up Bar-B-Que, 2 West 66th Street

Staff Report No. 65

Notes: _____

RESOLUTION

6. Consideration of a resolution approving the contract with the International Association of Firefighters Local 1215 for the period of January 1, 2014 through December 31, 2014

Staff Report No. 66

Notes: _____

OTHER BUSINESS

7. Consideration of an appointment to a City advisory commission

Staff Report No. 67

Notes: _____

CITY MANAGER'S REPORT

8. City Manager's Report

Notes: _____

9. Claims and payrolls

Open forum (additional 15 minutes if more time needed after first Open Forum and by majority vote of the City Council)

Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council on items not on the agenda. Individuals who wish to address the Council must have registered prior to the meeting.

Notes: _____

10. Adjournment

Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96 hours in advance to the City Clerk at 612-861-9738.

CITY OF RICHFIELD, MINNESOTA
Office of City Manager

March 6, 2014

Council Memorandum No. 28

The Honorable Mayor
and
Members of the City Council
City of Richfield

Subject: Advisory Commission Interviews
(Agenda Item No. 1)

Council Members:

In January 2014, the City Council made several appointments to the various City advisory commissions. However, there are still some vacancies. Applications continue to be accepted.

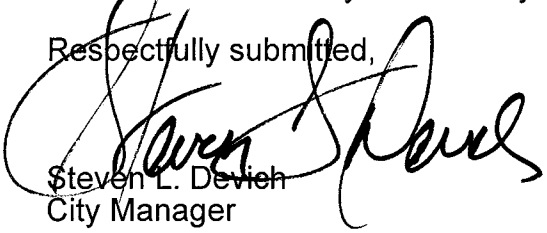
The attached application was received.

The City Council is scheduled to interview the applicant on Tuesday, March 11, 2014 at 6:45 p.m. in the Babcock Room.

Approval of the appointment is scheduled for the March 11, 2014 Regular City Council meeting.

Please contact me if you have any questions.

Respectfully submitted,



Steven L. Devich
City Manager

SLD:tjs
Attachment
E-mail: Department Directors
Assistant City Manager

COMMISSION VACANCIES

		<u>Term Expires</u>
ARTS COMMISSION		
	_____	January 31, 2017
	_____	January 31, 2017
	_____	January 31, 2017
(mid term)	_____	January 31, 2016
(mid term)	_____	January 31, 2015
(mid term)	_____	January 31, 2015
COMMUNITY SERVICES COMMISSION		
	_____	January 31, 2017
	_____	January 31, 2017
(mid term)	_____	January 31, 2016
FRIENDSHIP CITY COMMISSION		
	_____	January 31, 2017
(mid-term)	_____	January 31, 2015
(mid-term)	_____	January 31, 2015
(mid-term)	_____	January 31, 2015
HUMAN RIGHTS COMMISSION		
	_____	January 31, 2017
(mid-term)	_____	January 31, 2015



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Special City Council Meeting Advisory Board/Commission Applicant Interview

February 25, 2014

CALL TO ORDER

The meeting was called to order by Mayor Goettel at 5:45 p.m. in the Babcock Room.

ROLL CALL

MEMBERS PRESENT: Debbie Goettel, Mayor; Pat Elliott, Edwina Garcia; and Tom Fitzhenry.

MEMBER ABSENT: Sue Sandahl.

INTERVIEW OF APPLICANTS

The City Council conducted an interview of the following applicants for appointment to a City Advisory Board and Commission:

Mary Olafson
Constantina Watters

ADJOURNMENT

The meeting was adjourned by unanimous consent at 6:04 p.m.

Date Approved: March 11, 2014.

Debbie Goettel
Mayor

Cheryl Krumholz
Executive Coordinator

Steven L. Devich
City Manager



CITY COUNCIL MINUTES

Richfield, Minnesota

Special City Council Worksession

February 25, 2014

CALL TO ORDER

The meeting was called to order by Mayor Goettel at 6:05 p.m. in the Bartholomew Room.

ROLL CALL

Council Members Present: Debbie Goettel, Mayor, Pat Elliott, Edwina Garcia, and Tom Fitzhenry.

Council Member Absent: Sue Sandahl.

Staff Present: Steven L. Devich, City Manager; Mike Eastling, Public Works Director; Jim Topitzhofer, Recreation Services Director; Jeff Pearson, Transportation Engineer; Ann Hoffer, Adaptive Recreation Supervisor; and Cheryl Krumholz, Executive Coordinator.

Item # 1	DISCUSSION REGARDING OPEN STREETS (COUNCIL MEMO NO. 21)
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Recreation Services Director Topitzhofer stated the grant request to Blue Cross Blue Shield to support another Open Streets event in 2014 in conjunction with PennFest was not selected for funding. He reviewed the budget and funding options to make up for the lost grant funds.

The City Council consensus was that Open Streets has grown into a City-wide event and should be continued. They requested staff review financial options, including City support, and return to the City Council for further discussion.

Item # 2	DISCUSSION REGARDING CROSSTOWN GATEWAYS DESIGN (COUNCIL MEMO NO. 22)
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Transportation Engineer Pearson stated that as the final element to the Crosstown/I-35W reconstruction, MnDOT will be installing gateways at Penn, Lyndale, Nicollet and Portland Avenue in Richfield along Highway 62. He presented graphics of the gateways and locations as recommended by the Crosstown Gateway Project Task Force.

Tony Wotzka and Todd Carroll, MnDOT, discussed the proposed gateways.

The City Council consensus was to agree to the recommendations but change the wording from 'Welcomes You' to 'Minnesota's First Suburb'.

Item # 3**DISCUSSION REGARDING PENN/NICOLLET AVENUE LANE CONVERSIONS
MEMO NO. 22)**

Transportation Engineer Pearson stated the mill and overlay of Penn and Nicollet Avenues in 2014 by Hennepin County allows the City to pursue striping changes that would convert sections from 4-to-3 lanes. He presented the proposed striping plans.

The City Council consensus was to agree to the proposed plans and include on-street parking options on Nicollet Avenue between 70th and 72nd Streets.

ADJOURNMENT

The meeting was adjourned by unanimous consent at 6:55 p.m.

Date Approved: March 11, 2014

Debbie Goettel
Mayor

Cheryl Krumholz
Executive Coordinator

Steven L. Devich
City Manager



CITY COUNCIL MEETING MINUTES Richfield, Minnesota

Regular Meeting

February 25, 2014

CALL TO ORDER

The meeting was called to order by Mayor Goettel at 7:00 p.m.

ROLL CALL

Members Present: Debbie Goettel, Mayor; Edwina Garcia; Pat Elliott, and Tom Fitzhenry.

Members Absent: Sue Sandahl.

Staff Present: Steven L. Devich, City Manager; John Stark; Community Development Director; Mike Eastling, Public Works Director; Jim Topitzhofer, Recreation Services Director; Karen Barton, Assistant Community Development Director; Jeff Pearson, Transportation Engineer; Mary Tietjen, City Attorney; and Cheryl Krumholz, Executive Coordinator.

OPEN FORUM

None.

PLEDGE OF ALLEGIANCE

Mayor Goettel led the audience in the Pledge of Allegiance.

APPROVAL OF MINUTES

M/Fitzhenry, S/Elliott to approve the minutes of the (1) Special City Council Meeting of February 11, 2014; (2) Special City Council Worksession of February 11, 2014; and (3) Regular City Council Meeting of February 11, 2014.

Motion carried 4-0.

Item #1

COUNCIL DISCUSSION

- Hats Off to Hometown Hits

Council Member Fitzhenry reported on the recent FAA decision on RNAV flight operations at the MSP Airport.

Council Member Garcia reported on the City's annual report.

Council Member Elliott acknowledged City staff for the excellent snowplowing and tagging/towing efforts.

Mayor Goettel announced the presentation of the 2014 State of City is February 27, 2014.

Item #2	COUNCIL APPROVAL OF AGENDA
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Mayor Goettel moved Consent Calendar Item 3D to Item 4 for separate consideration.

M/Fitzhenry, S/Garcia to approve the agenda, as amended.

Motion carried 4-0.

Item #3	CONSENT CALENDAR
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- A. Consideration of the approval of a resolution authorizing the workers compensation coverage for the Mayor and City Council of the City of Richfield S.R. No. 48

RESOLUTION NO. 10918

**RESOLUTION PROVIDING FOR WORKER'S COMPENSATION COVERAGE FOR THE MAYOR
AND CITY COUNCIL OF THE CITY OF RICHFIELD**

This resolution appears as Resolution No. 10918.

- B. Consideration of the approval of setting a public hearing on March 25, 2014 regarding the issuance of new on-sale intoxicating and Sunday liquor licenses for Lyn 65, LLC d/b/a Lyn 65 Kitchen & Bar, 6409 Lyndale Avenue S.R. No. 49
- C. Consideration of the approval of setting a public hearing on March 25, 2014 regarding the issuance of new on-sale intoxicating and Sunday liquor licenses for El Tejaban Mexican Restaurant, LLC d/b/a El Tejaban Mexican Grill, 6519 Nicollet Avenue S.R. No. 50
- D. Moved to Item 4.
- E. Consideration of the approval of the Facilities Sublease Agreement between Minneapolis-St. Paul Airports Commission, the City of Richfield and Three Rivers Park District to sublease the lands legally described and depicted on Exhibit C to Park District for trail purposes S.R. No. 52
- F. Consideration of the approval of a resolution in support of the acquisition of easements for the Intercity Regional Trail S.R. No. 53

RESOLUTION NO. 10920

**RESOLUTION OF SUPPORT FOR THE ACQUISITION OF EASEMENTS FOR THE
INTERCITY REGIONAL TRAIL IN THE CITY OF RICHFIELD**

This resolution appears as Resolution No. 10920.

- G. Consideration of the approval of the Americans with Disabilities Act Public Rights-of-Way Transition Plan as recommended by the Transportation Commission S.R. No. 54

- H. Consideration of the approval of the request for a new therapeutic massage enterprise license for Zhong Xing, LLC d/b/a Comfort Massage and Spa, 6519 Nicollet Avenue, Suite 301 S.R. No. 55
- I. Consideration of the approval of contract change order No. 1 for the Richfield Ice Arena-2013 locker room addition project in the amount of \$31,225 S.R. No. 56

M/Goettel, S/Fitzhenry to approve the Consent Calendar, as amended.

Motion carried 4-0.

Item #4	CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM THE CONSENT CALENDAR
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Item 3D – Former Item 3D - Consideration of the approval of the acceptance of a grant received by the Richfield Recreation Services Department from the Richfield Foundation and authorize the city to administer the funds in accordance with terms prescribed by the donor S.R. No. 51

City Manager Devich presented Staff Report No. 51. He explained a 4/5 majority vote of the City Council was required on this item and with one Council Member absent, there needed to be a unanimous approval.

M/Goettel, S/Fitzhenry that the following resolution be adopted and that it be made part of these minutes:

RESOLUTION NO. 10919

RESOLUTION AUTHORIZING ACCEPTANCE OF GRANTS RECEIVED BY THE CITY OF RICHFIELD-RECREATION SERVICES DEPARTMENT AND TO AUTHORIZE THE CITY TO ADMINISTER THE FUNDS IN ACCORDANCE WITH GRANT AGREEMENTS AND TERMS PRESCRIBED BY DONORS

Motion carried 4-0. This resolution appears as Resolution No. 10919.

Item #5	PUBLIC HEARING AND SECOND READING OF A TRANSITORY ORDINANCE PROVIDING FUNDING FOR CERTAIN CAPITAL IMPROVEMENTS FROM THE SPECIAL REVENUE FUND S.R. NO. 57
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Council Member Fitzhenry presented Staff Report No. 57.

M/Fitzhenry, S/Goettel to close public hearing.

Motion carried 4-0.

M/Fitzhenry, S/Garcia that this constitutes the second reading of Bill No. 2014-2, Transitory Ordinance No. 18.93 providing funding for certain capital improvements from the Special Revenue Fund, that it be published in the official newspaper and that it be made part of these minutes.

Motion carried 4-0.

Item #6	PUBLIC HEARING REGARDING A RESOLUTION ADOPTING A MODIFICATION TO THE REDEVELOPMENT PLAN FOR THE RICHFIELD REDISCOVERED PROJECT AREA, ESTABLISHING 2014-1 TAX INCREMENT FINANCING DISTRICT (CITY GARAGE SITE) THEREIN AND ADOPTING A TAX INCREMENT FINANCING PLAN THEREFO S.R. NO. 58
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Council Member Garcia presented Staff Report No. 58.

M/Fitzhenry, S/Elliott to close public hearing.

Motion carried 4-0.

M/Garcia, S/Fitzhenry that the following resolution be adopted and that it be made part of these minutes:

RESOLUTION NO. 10921

RESOLUTION ADOPTING A MODIFICATION TO THE REDEVELOPMENT PLAN FOR THE RICHFIELD REDEVELOPMENT PROJECT AREA AND ESTABLISHING THE 2014 1 TAX INCREMENT FINANCING DISTRICT (CITY GARAGE SITE) THEREIN AND ADOPTING A TAX INCREMENT FINANCING PLAN THEREFOR

Motion carried 4-0. This resolution appears as Resolution No. 10921.

Item #7	PUBLIC HEARING REGARDING A RESOLUTION SPECIFYING THE USE OF FUNDS FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATION FOR 2014 AND THE OPENING OF THE WRITTEN PUBLIC COMMENT PERIOD REGARDING THE REPROGRAMMING OF FUNDS FROM THE 2013 ALLOCATION S.R. NO. 59
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Council Member Elliott presented Staff Report No. 59.

Deb Taylor, Senior Community Services and H.O.M.E. representative, explained the changes to the programs.

Carol Watson, CAPSH representative, discussed the program.

M/Fitzhenry, S/Garcia to close public hearing.

Motion carried 4-0.

M/Elliott, S/Goettel that the following resolution be adopted and that it be made part of these minutes:

RESOLUTION NO. 10922

RESOLUTION APPROVING PROPOSED USE 2014 URBAN HENNEPIN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FUNDS AND AUTHORIZING EXECUTION OF SUBRECIPIENT AGREEMENT WITH HENNEPIN COUNTY AND ANY REQUIRED THIRD PARTY AGREEMENTS

Motion carried 4-0. This resolution appears as Resolution No. 10922.

Item #8	CONSIDERATION OF THE SECOND READING OF THE ORDINANCE AMENDING SUBSECTION 210.01 RELATED TO CITY COUNCIL SALARIES S.R. NO. 60
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Mayor Goettel presented Staff Report No. 60.

M/Goettel, S/Elliott that this constitutes the second reading of Bill No. 2014-3, amending Subsection 210.01 related to City Council salaries, that it be published in the official newspaper and that it be made part of these minutes.

Motion carried 4-0.

Item #9	CONSIDERATION OF APPOINTMENTS TO CITY ADVISORY COMMISSIONS S.R. NO. 61
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Council Member Garcia presented Staff Report No. 61.

M/Garcia, S/Goettel to appoint the following person to a City Advisory Commission:

FRIENDSHIP CITY COMMISSION

<u>Name</u>	<u>Term Expires</u>
Mary Olafson	January 31, 2017

Motion carried 4-0.

M/Garcia, S/Fitzhenry to appoint the following person to a City Advisory Commission:

ARTS COMMISSION

<u>Name</u>	<u>Term Expires</u>
Constantina Watters	January 31, 2017

Motion carried 4-0.

Item #10	CITY MANAGER'S REPORT
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None.

Item #11	CLAIMS AND PAYROLLS
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M/Fitzhenry, S/Goettel that the following claims and payrolls be approved:

U.S. Bank		02/25/14
A/P Checks: 228866-229191	\$	888,583.62
Payroll: 99183-99511	\$	555,004.63
TOTAL	\$	1,443,588.25

Motion carried 4-0.

OPEN FORUM

None.

ADJOURNMENT

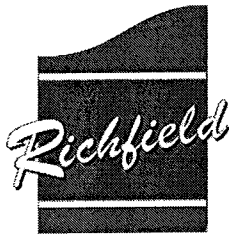
The City Council meeting was adjourned by unanimous consent at 7:44 p.m.

Date Approved: March 11, 2014

Debbie Goettel
Mayor

Cheryl Krumholz
Executive Coordinator

Steven L. Devich
City Manager



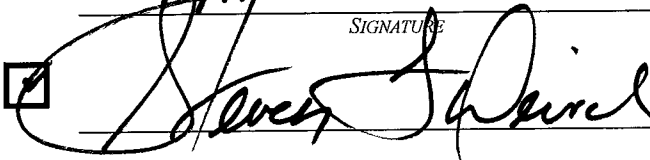


AGENDA SECTION: CONSENT
AGENDA ITEM # 3A
REPORT # 62

STAFF REPORT

CITY COUNCIL MEETING

MARCH 11, 2014

REPORT PREPARED BY:	CHRIS REGIS, FINANCE MANAGER
DEPARTMENT DIRECTOR REVIEW:	<input checked="" type="checkbox"/>  <small>NAME, TITLE</small> <small>SIGNATURE</small>
OTHER DEPARTMENT REVIEW:	<input type="checkbox"/>  <small>SIGNATURE</small>
REVIEWED BY CITY MANAGER:	<input checked="" type="checkbox"/>  <small>SIGNATURE</small>

ITEM FOR COUNCIL CONSIDERATION:

Approval of a resolution amending the allocation of the 2013 General Fund Budget.

- I. RECOMMENDED ACTION:
- By Motion: Approve the resolution amending the 2013 General Fund Budget by authorization of a transfer of appropriations from the Legislative/Executive and Administrative Services Departments to the Public Safety and Public Works Departments.**

II. EXECUTIVE SUMMARY

The City Charter provides that the City Council must appropriate monies for operations of the City on a departmental basis.

During the course of the year, the City Council amends the operating budget and it is referred to as the Revised Budget.

At year end, if a department within the City's General Fund exceeds its approved appropriation, a transfer of appropriations from another General Fund department is required to bring that department's budget into balance.

Two General Fund departments, Public Safety and Public Works exceed their approved 2013 appropriations.

Public Safety has exceeded its appropriation by approximately \$84,760. This was due to increases in overtime and professional services as a result of the dispatch transition and loss of uniformed officers due to injury on duty and the timing of a payment for public health services that was incorrectly included in the 2013 budget.

Public Works has exceeded its appropriation by approximately \$41,100. This was due to overages in overtime and salt usage as a result of the extreme winter conditions at the beginning of 2013 and at the end of 2013.

Finally, it should be noted, that the General Fund will end 2013 with an estimated surplus of \$440,000.

III. BASIS OF RECOMMENDATION

A. BACKGROUND

- The Public Safety Department's budget for 2013 exceeds the adopted appropriation by \$84,760 or 1.07%. Within the department this can be broken down to the Support Services division exceeding budget by \$53,650, and the Police Operations division exceeding budget by \$38,980. The remaining division within the department, Emergency Services, is \$7,870 under budget.
- The cause for the Support Services division is the timing of public health payments. A 2012 payment was included in the 2013 budget, resulting in the division exceeding budget.
- The cause for the Police Operations division was increases in overtime and professional services as a result of the dispatch transition and loss of uniformed officers due to injury on duty.
- The Public Works Department's budget for 2013 exceeds the adopted appropriation by approximately \$41,100 or .97%. The cause of the department exceeding budget rests with the Streets division.
- Due to the longer than expected winter at the beginning of 2013 and the early and extreme winter conditions at the end of 2013 the division has exceeded its budget with regard to salt usage and overtime.
- Therefore, after the compilation of the 2013 Revised Budget, the expenditures of the Public Safety and Public Works Departments have exceeded the appropriation contained in the 2013 Revised Budget, resulting in total 2013 expenditures to exceed appropriations by approximately \$84,760 and \$41,100 respectively.

B. POLICY

- The City Charter provides that the City Council must appropriate monies for operations of the City on a departmental level basis.
- During the course of the year, the City Council amends the operating budget and it is referred to as the Revised Budget.

C. CRITICAL TIMING ISSUES

- N/A

D. FINANCIAL

- The amount exceeding budget for the Public Safety Department is approximately 84,760.
- The amount exceeding budget for the Public Works Department is approximately \$41,100.
- City staff is recommending that the 2013 Revised Budget be allocated between the following departments and divisions in order to balance all City departments:

INCREASED BUDGETED EXPENDITURES

Public Safety	
Support Services	\$55,000
Police Operations	<u>\$35,000</u>
Total	<u>\$90,000</u>

Public Works	
Streets Division	<u>\$50,000</u>
Total	<u>\$50,000</u>
Combined Total	<u>\$140,000</u>

DECREASE BUDGETED EXPENDITURES

Legislative/Executive	
Legal	\$40,000
Administrative Services	
Administrative Division	\$70,000
Finance Division	<u>\$30,000</u>
Total	<u>\$140,000</u>
Net Change to General Fund Budget	<u>\$ 0</u>

E. LEGAL

- City Charter provides that the City Council must appropriate funds at the department level of spending.

F. ENVIRONMENTAL CONSIDERATIONS

- N/A

IV. ALTERNATIVE RECOMMENDATION(S)

- The transfer does not affect the annual General Fund Budget; instead it provides that no department end the fiscal year overspent.

V. ATTACHMENTS

- Resolution authorizing revision of 2013 budgets of various departments.

VI. PRINCIPAL PARTIES EXPECTED AT MEETING

- N/A

RESOLUTION NO

RESOLUTION AUTHORIZING REVISION OF 2013 BUDGETS OF VARIOUS DEPARTMENTS

WHEREAS, Resolution No. 10730 appropriated funds for personal services, other services and charges, supplies and capital outlays for each department of the City for the year 2013; and

WHEREAS, Resolution No. 10874 authorized revision of the 2013 budget various departments; and

WHEREAS, the City Manager has requested a revision of the 2013 budget appropriations in accordance with charter provisions.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield, MN as follows:

SUMMARY

INCREASE BUDGETED EXPENDITURES

Public Safety	
Support Services Division	\$55,000
Police Operations Division	\$35,000
Total	<u>\$90,000</u>
Public Works	
Streets Division	\$50,000
Total	<u>\$50,000</u>
Combined Total	<u>\$140,000</u>

DECREASE BUDGETED EXPENDITURES

Legislative/Executive	
Legal Division	\$40,000
Administrative Services Department:	
Administrative Division	\$70,000
Finance Division	\$30,000
Total	<u>\$140,000</u>

Net Change to General Fund Budget	<u>-0-</u>
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Passed by the City Council of the City of Richfield, MN. this 11th day of March, 2014.

Debbie Goettel, Mayor

ATTEST:

Nancy Gibbs, City Clerk



STAFF REPORT
CITY COUNCIL MEETING
MARCH 11, 2014

REPORT PREPARED BY:	JAY HENTHORNE, DEPUTY DIRECTOR/DEPUTY CHIEF OF POLICE
DEPARTMENT DIRECTOR REVIEW:	<input checked="" type="checkbox"/> <u>[Signature]</u> NAME, TITLE SIGNATURE
OTHER DEPARTMENT REVIEW:	<input type="checkbox"/> N/A SIGNATURE
REVIEWED BY CITY MANAGER:	<input checked="" type="checkbox"/> <u>[Signature]</u> SIGNATURE

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the renewal of the contract with Adesa Minneapolis for 2014/2015 for auctioning forfeited vehicles from Public Safety/Police.

I. RECOMMENDED ACTION:

By Motion:

- 1. Approve the renewal for 2014/2015 of the attached auction service contract between the City of Richfield and Adesa Minneapolis, for auctioning forfeited vehicles from Public Safety/Police.**
- 2. No changes in contract terms and fees.**

II. EXECUTIVE SUMMARY

Adesa is a company used by the Public Safety Department to store and auction off seized vehicles. The City currently has a contract with Adesa, Minneapolis and would like to renew the contract for the year 2014-2015 as the contract expires on April 9, 2014.

III. BASIS OF RECOMMENDATION

A. BACKGROUND

- Adesa's performance during the past year of the contract period was satisfactory. They auction forfeiture vehicles for many cities, including the City of Bloomington.
- Adesa Minneapolis has submitted the new contract for 2014/2015 with no changes in services or fees. Adesa indicates that, as in the past, they have three different towing services that can handle Richfield, and they will use the least expensive when they can.

B. POLICY

- "Adesa Minneapolis" notified the City that they wish to renew their contract with the City.
- The Public Safety Department wishes to renew the contract with Adesa Minneapolis.
- The contract has numerous conditions that must be met. Adesa Minneapolis is a reputable, established auction company that meets all contract requirements.

C. CRITICAL TIMING ISSUES

- A 30-day written notice must be given by either party to terminate the contract.
- Public Safety must have a company to store and auction forfeited vehicles on April 9, 2014.
- Adequate space is not available in the City to store forfeited vehicles.

D. FINANCIAL

- There are no changes to fees for the contract period 2014/2015.

E. LEGAL

- The City Attorney has reviewed and approved the past contract with Adesa Minneapolis, and there are no contract changes under the new contract.

F. ENVIRONMENTAL CONSIDERATIONS

- N/A

IV. ALTERNATIVE RECOMMENDATION(S)

- Do not sign the contract; however, Public Safety would need to find other means to auction the forfeited vehicles.

V. ATTACHMENTS

- Adesa contract for 2014/2015

VI. PRINCIPAL PARTIES EXPECTED AT MEETING

- None.

AGREEMENT BETWEEN THE CITY OF RICHFIELD AND ADESA MINNEAPOLIS

THIS AGREEMENT is made and entered into this 10th day of January, 2014 by and between the City of Richfield, a Minnesota municipal corporation located at 6700 Portland Ave., S., Richfield, Minnesota 55423 (hereinafter referred to as the "City"), and ADESA Minnesota, LLC dba ADESA Minneapolis, a Minnesota limited, liability company with its principle business offices located at 18270 Territorial Road, Dayton, Minnesota 55369 (hereinafter referred to as "ADESA").

WITNESSETH

WHEREAS, the City comes into possession of and is authorized to retain various motor vehicles which are identified as potentially being subject to forfeiture of other civil processes under the laws of the State of Minnesota as a result of their having been used in the connection with a criminal act (hereinafter referred to as "Forfeiture Vehicles") and upon successful completion of the forfeiture or civil process the City is authorized to dispose of said vehicles in accordance with Section 315 of the Richfield City Code; and

WHEREAS, ADESA represents that it has the professional expertise and knowledge to perform its duties as an automobile dealer, and is licensed by the State of Minnesota in that capacity; and

WHEREAS, THE City desires to hire ADESA to transport, store, repair, maintain and sell its Forfeiture Vehicles;

NOW, THEREFORE, in consideration of the terms and conditions expressed herein, the parties agree as follows:

I. TERM OF AGREEMENT

The term of this Agreement shall begin April 1st, 2014 and shall continue until April 1st, 2015, subject to termination as provided in Article IV.

II. DUTIES OF ADESA

A. Upon specific authorization from the City, ADESA agrees to drive or transport those vehicles identified by the City as one of its Forfeiture Vehicles to a secure location to be determined and managed by ADESA.

B. Upon receipt of a City Forfeiture Vehicle and except for fire, storm, flood, war, civil disturbance, riot, act of God, lightning, earthquake, or other similar casualty, which is not within the control of ADESA or any act/omission of City or its officers, employees or agents, ADESA accepts full responsibility for it and agrees to exercise due diligence in its care, maintenance and storage of said vehicle until the time that it is sold or released; so as to avoid waste and obtain a reasonable sale price at auction.

C. Upon specific authorization from the City, ADESA agrees to perform such minor repair work on the City's Forfeiture Vehicles so as to prepare them for auction and maximize the City's return at auction, but in no event shall such repair work exceed the cost of TWO HUNDRED AND NO/100 DOLLARS (\$200.00) without prior, written authorization by the Richfield City Manager or his/her designee.

D. Upon specific authorization from the City, ADESA agrees to release the City's Forfeiture Vehicles prior to auction on such terms and conditions as the City may direct.

E. ADESA agrees to box and store personal property that is not affixed to, but located within, the City's Forfeiture Vehicles and upon specific authorization from the City to release such property on such terms and conditions as the City may direct.

F. Upon specific authorization from the City, ADESA agrees to promptly sell the City's Forfeiture Vehicles in a commercially reasonable manner by an open and competitive automobile dealer or salvage auction.

G. ADESA agrees to defend, indemnify and hold harmless the City, its officials, employees and agents from any and all claims, causes of action, lawsuits, damages, losses or expenses, including attorney fees, arising out of or resulting from ADESA's (including its officials, agents or employees) performance of the duties required under this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, diseases or death or to injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of ADESA.

H. During the term of this Agreement ADESA agrees to maintain general comprehensive liability insurance in the amount of \$1,000,000 for any damage to property, theft, loss or other claims as a result of ADESA's negligence or malfeasance in performing this Agreement. In addition, ADESA agrees to maintain such motor vehicle liability insurance as required by state and federal laws.

I. ADESA shall be licensed and bonded in the State of Minnesota to perform its duties under this Agreement and shall provide a certificate of licensure, bonding and insurance to the City.

J. ADESA agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.

K. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting ADESA's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. ADESA and its staff are to be and shall remain an independent contractor with respect to all services performed under this Agreement. ADESA represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of ADESA or other persons, while engaged in the performance of any work or services required by ADESA under this Agreement, shall have no contractual relationship with the City and shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against ADESA, its officers, agents, contractors or employees shall in no way be the responsibility of the City; and ADESA shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, severance pay and PERA.

L. The books, records, documents, and accounting procedures of the Contractor, relevant to this Agreement, are subject to examination by the City, and either the legislative or state auditor as appropriate, pursuant to Minnesota Statutes, Section 16C.05, Subdivision 5.

M. ADESA agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs or activities. ADESA agrees to hold harmless and indemnify the City from, costs, including by not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the ADESA. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities. The City has designated coordinators to facilitate compliance with the Americans With Disabilities Act of 1990, as required by Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations.

N. The Contractor will comply with all applicable provisions of the Minnesota Government Data Practices Act., Chapter 13 of the Minnesota Statutes.

O. Any Forfeiture Vehicles which ADESA has been authorized and directed to sell but was unable to under the terms of this Agreement shall be returned to the City at a site designated by it as soon as reasonably practicable but in no event more than sixty (60) days from the occurrence of the event making sale under this Agreement impossible.

III. DUTIES OF THE CITY

A. The City shall consign specifically identified Forfeiture Vehicles to ADESA to sell to the highest bidder at public dealer or salvage auctions.

B. The City shall certify that it has good title and right to sell those of its Forfeiture Vehicles which it directs and specifically authorizes ADESA to sell at public dealer or salvage auctions and shall provide and deliver merchantable title to the purchaser upon notification from ADESA.

C. The City shall defend, indemnify and hold harmless the ADESA, its officials, employees and agents from any and all claims, causes of action, lawsuits, damages losses or expenses, including attorney fees, arising out of or resulting from the City's performance of the duties required under this Agreement, provided that any such claim, damages, loss or expense is attributable to bodily injury, sickness, diseases or death or to injury to or destruction of

property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of City.

Notwithstanding the above, City shall also fully defend, indemnify and hold ADESA harmless for and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon and resulting from alleged or actual damage caused by the forfeiture process or from inaccuracy of the odometer reading on any Forfeiture Vehicle prepared in connection with the sale at auction, unless such inaccuracy is caused by an employee, agent or officer of ADESA.

D. The City shall pay to ADESA and ADESA shall deduct from the sale proceeds of the Forfeiture Vehicle, the following amounts as and for its services properly authorized and provided pursuant to this Agreement:

1. Transportation of an operable Forfeiture Vehicle to or from the City of Richfield to ADESA's designated storage site: **\$50.00.**
2. Tow of an inoperable Forfeiture Vehicle (tow or trailer) to or from the City of Richfield to ADESA's designated storage site: **Not to Exceed \$100.00.**
3. Basic cleaning of a Forfeiture Vehicle: **\$37.00.**
4. Complete detail of a Forfeiture Vehicle (vacuum and shampoo carpets, detail interior, etc.): **\$85.00.**
5. Repair of a Forfeiture Vehicle: Shop Rates.
6. Sale by auction of a Forfeiture Vehicle: **\$110.00.**
7. Release of a Forfeiture Vehicle prior to auction: **\$50.00** redemption, fee plus any charges (i.e., transportation).
8. Storage fee if car is not sold within 90 days: **\$3.00/day.**
9. Inventory fee for lease of personal property: **\$25.00.**

IV. TERMINATION

Either party may terminate this Agreement for any reason upon thirty (30) days advance written notice to either party. The City reserves the right to cancel this Agreement at any time in the event of default or violation by ADESA of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.

V. MISCELLANEOUS

A. Any material alterations, variations, modifications or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment to this Agreement and signed by both parties.

B. This Agreement shall not be assignable except at the written consent of the City.

C. This Agreement represents the entire Agreement between ADESA and the City and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof; and amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.

D. The parties agree to comply with the Minnesota State Human Rights Act, Minnesota Statutes, Section 363.

E. The parties hereto agree to comply with Section 504 of the Rehabilitation Act of 1973/31 CFR Part 51. This Act states in part that, "...all recipients of federal funds, whether in the form of a grant or a contract, review, and if necessary modify, their programs and activities so that discrimination based on handicap is eliminated."

F. The terms and conditions of this Agreement shall be binding on ADESA's successors and assigns and to the extent any assignee of ADESA.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF RICHFIELD

DATED: _____

BY: _____
Director of Public Safety

DATED: _____

BY: _____

ADESA

MINNEAPOLIS

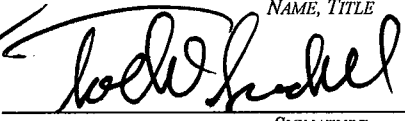
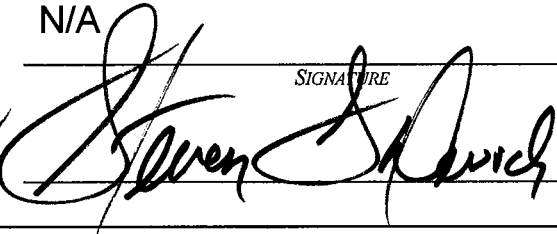
DATED: _____

BY: _____

Its _____



STAFF REPORT
CITY COUNCIL MEETING
MARCH 11, 2014

REPORT PREPARED BY:	JAY HENTHORNE, DEPUTY DIRECTOR/DEPUTY CHIEF OF POLICE
DEPARTMENT DIRECTOR REVIEW:	<input checked="" type="checkbox"/>  NAME, TITLE SIGNATURE
OTHER DEPARTMENT REVIEW:	<input type="checkbox"/> N/A SIGNATURE
REVIEWED BY CITY MANAGER:	<input checked="" type="checkbox"/>  SIGNATURE

ITEM FOR COUNCIL CONSIDERATION:
Consideration of Continuing Agreement for 2014 with Hennepin County and City of Richfield/Public Safety Department/Police for Police Cadet Funds and JCPP Training Funds.

I. RECOMMENDED ACTION:
By Motion: Approve the 2014 Agreement with Hennepin County Human Services and Public Health Department and the City of Richfield Police Department for continuing funds for a Police Cadet position and JCPP training. The funds available for 2014 will be \$20,000.

II. EXECUTIVE SUMMARY

Hennepin County has presented an agreement on behalf of Hennepin County Human Services and Public Health Department to furnish a Police Cadet position for the City of Richfield and its Police Department along with multicultural training for department personnel. The agreement is a continuation of the 2013 agreement and is for the period of January 1, 2014, and ending December 31, 2014. The cost of the agreement will not exceed \$20,000 for 2014.

III. BASIS OF RECOMMENDATION

A. BACKGROUND

- The Richfield Police Department has, in the past, hired a Police Cadet with funding supplied by Hennepin County. The Department will not be hiring a Cadet this year, but will still need to utilize the funds budgeted for the Joint Community Police Partnership to support the program's meetings and trainings (Teen Academy, PMAC, Explorers) for the community. The amount budgeted for the JCPP program is \$5,000.
- The six communities utilizing the JCPP program (Richfield, Bloomington, St. Louis Park, Hopkins, Brooklyn Park and Brooklyn Center) are currently in the process of redeveloping the application and hiring of Cadets in order to benefit all the communities equally. The City of Richfield will reconsider the hiring of a Cadet when the redeveloped process has been completed.

B. POLICY

- Hennepin County notified the City that they wished to renew the contract with the City of Richfield.
- The Public Safety/Police Department wishes to renew the contract with Hennepin County for the Joint Community Police Project program.

C. CRITICAL TIMING ISSUES

- The agreement must be signed for the Joint Community Police Program to continue and for funding to be received.

D. FINANCIAL

- The total cost of this agreement shall not exceed twenty thousand dollars (\$20,000) to be paid by Hennepin County in accordance with the terms of the agreement.
- \$5,000 is to be used for JCPP programs.
- The total cost of hiring a Cadet is \$35,000. The Police Department has not budgeted for this expense for 2014 and therefore will not be utilizing the \$15,000 budgeted by the County for a Cadet.

E. LEGAL

- N/A

F. ENVIRONMENTAL CONSIDERATIONS

- N/A

IV. ALTERNATIVE RECOMMENDATION(S)

- The Council could not sign the contract which would make the agreement null and void with the County and the department would have to discontinued the JCPP program.

V. ATTACHMENTS

- Contract with Hennepin County.

VI. PRINCIPAL PARTIES EXPECTED AT MEETING

- None.

PERSONAL/PROFESSIONAL SERVICE AGREEMENT

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487 ("COUNTY"), on behalf of the Hennepin County Human Services and Public Health Department, A-2300 Government Center, 300 South Sixth Street, Minneapolis, Minnesota 55487 ("DEPARTMENT") and City of Richfield, 6700 Portland Avenue, Richfield, Minnesota 55423 ("CONTRACTOR").

The parties agree as follows:

1. **TERM AND COST OF THE AGREEMENT**

CONTRACTOR agrees to furnish services to the COUNTY commencing January 1, 2014 and expiring December 31, 2014, unless cancelled or terminated earlier in accordance with the Default and Cancellation/Termination provisions of this Agreement.

The total cost of this Agreement shall not exceed Twenty-Thousand Dollars (\$20,000.00), as more fully described in Exhibit B, attached and incorporated by this reference.

2. **SERVICES TO BE PROVIDED**

CONTRACTOR shall provide implementation of the Joint Community Police Partnership (JCPP) Project, as more fully described in Exhibit A, attached and incorporated by this reference.

3. **PAYMENT FOR SERVICES**

Payment for services shall be made directly to CONTRACTOR after completion of the services upon the presentation of a claim as provided by law governing the COUNTY's payment of claims and/or invoices. CONTRACTOR shall submit monthly invoices for services rendered on forms which may be furnished by the COUNTY. Payment shall be made within Thirty-Five (35) days from receipt of the invoice.

CONTRACTOR shall not provide services under this Agreement without receiving a purchase order or purchase order number supplied by the COUNTY. All invoices shall display the COUNTY purchase order number and be sent to the central invoice receiving address supplied by the COUNTY.

4. **PROFESSIONAL CREDENTIALS**

INTENTIONALLY OMITTED

5. **INDEPENDENT CONTRACTOR**

CONTRACTOR shall select the means, method, and manner of performing the services. Nothing is intended or should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting CONTRACTOR as the agent, representative, or employee of the COUNTY for any purpose. CONTRACTOR is and shall remain an independent contractor for all services performed under this Agreement. CONTRACTOR shall secure at its own expense all personnel required in performing services under this Agreement. Any personnel of CONTRACTOR or other persons while engaged in the performance of any work or services required by CONTRACTOR will have no contractual relationship with the COUNTY and will not be considered employees of the COUNTY. The COUNTY shall not be responsible for any claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law or the Workers' Compensation Act of the State of Minnesota on behalf of any personnel, including, without limitation, claims of

discrimination against CONTRACTOR, its officers, agents, contractors, or employees. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind from the COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

6. NON-DISCRIMINATION

In accordance with the COUNTY's policies against discrimination, CONTRACTOR agrees that it shall not exclude any person from full employment rights nor prohibit participation in or the benefits of, any program, service or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable Federal or State laws against discrimination shall be subjected to discrimination.

7. INDEMNIFICATION AND INSURANCE

A. Each party shall be liable for its own acts and the results thereof to the extent provided by law, and agrees to defend, indemnify, and hold harmless each other (including their officials, employees, volunteers, and agents), from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the party, anyone directly or indirectly employed by it, and/or anyone for whose acts and/or omissions it may be liable, in the performance or failure to perform its obligations under this Agreement. Each party's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law.

B. Each party warrants that it has a purchased insurance or self-insurance program.

C. Duty to Notify: CONTRACTOR shall promptly notify the COUNTY of any claim, action, cause of action or litigation brought against CONTRACTOR, its employees, officers, agents or subcontractors, which arises out of the services contained in this Agreement and shall also notify the COUNTY whenever CONTRACTOR has a reasonable basis for believing that CONTRACTOR and/or its employees, officers, agents or subcontractors, and/or the COUNTY, might become the subject of a claim, action, cause of action or litigation arising out of the services contained in this Agreement. Failure to provide the notices required by this section is a material violation of the terms and conditions of the Agreement.

8. DATA PRACTICES

CONTRACTOR, its officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA) and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, which may include the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and/or the Health Information Technology for Economic and Clinical Health Act (HITECH), adopted as part of the American Recovery and Reinvestment Act of 2009. CONTRACTOR acknowledges and agrees that classification of data as trade secret data will be determined pursuant to applicable law and, accordingly, merely labeling data as "trade secret" does not necessarily make it so. If CONTRACTOR creates, collects, receives, stores, uses, maintains or disseminates data because it performs functions of the COUNTY pursuant to this Agreement, then CONTRACTOR must comply with the requirements of the MGDPA as if it were a government entity, and may be held liable under the MGDPA for noncompliance. CONTRACTOR agrees to promptly notify the COUNTY if it becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA.

The terms of this section shall survive the expiration, cancellation or termination of this Agreement.

9. RECORDS – AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes Section 16C.05, Subd. 5, CONTRACTOR agrees that the COUNTY, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONTRACTOR and involve transactions relating to this Agreement. CONTRACTOR shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation or termination.

10. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. CONTRACTOR binds itself, its partners, successors, assigns and legal representatives to the COUNTY for all covenants, agreements and obligations contained in the contract documents.
- B. CONTRACTOR shall not assign, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of the COUNTY. A consent to assign shall be subject to such conditions and provisions as the COUNTY may deem necessary, accomplished by execution of a form prepared by the COUNTY and signed by CONTRACTOR, the assignee and the COUNTY. Permission to assign, however, shall under no circumstances relieve CONTRACTOR of its liabilities and obligations under the Agreement.
- C. CONTRACTOR shall not subcontract this Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of the COUNTY. Permission to subcontract, however, shall under no circumstances relieve CONTRACTOR of its liabilities and obligations under the Agreement. Further, CONTRACTOR shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between CONTRACTOR and each subcontractor shall require that the subcontractor's services be performed in accordance with the terms and conditions specified herein. CONTRACTOR shall make contracts between CONTRACTOR and subcontractors available upon request.

11. MERGER AND MODIFICATION

- A. The entire Agreement between the parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
- B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties. The express substantive legal terms contained in this Agreement including but not limited to the License, Payment Terms, Warranties, Indemnification and Insurance, Merger and Modification, Default and Cancellation/Termination or Minnesota Law Governs may not be altered, varied, modified

or waived by any change order, implementation plan, scope or work, development specification or other development process or document.

12. DEFAULT AND CANCELLATION/TERMINATION

- A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, it shall be in default. Unless CONTRACTOR's default is excused by the COUNTY, the COUNTY may upon written notice immediately cancel or terminate this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for the COUNTY to delay payment until CONTRACTOR's compliance. In the event of a decision to withhold payment, the COUNTY shall furnish prior written notice to CONTRACTOR.
- B. Upon cancellation or termination of this Agreement:
1. At the discretion of the COUNTY and as specified in writing by the Contract Administrator, CONTRACTOR shall deliver to the Contract Administrator copies of all writings so specified by the COUNTY and prepared by CONTRACTOR in accordance with this Agreement. The term "writings" is defined as:

Handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording, including electronic media, any form of communication or representation, including letters, works, pictures, drawings, sounds, or symbols, or combinations thereof.
 2. The COUNTY shall have full ownership and control of all such writings. CONTRACTOR shall have the right to retain copies of the writings. However, it is agreed that CONTRACTOR without the prior written consent of the COUNTY shall not use these writings for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such writings; and shall not do anything which in the opinion of the COUNTY would affect the COUNTY's ownership and/or control of such writings.
- C. Notwithstanding any provision of this Agreement to the contrary, CONTRACTOR shall remain liable to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Agreement by CONTRACTOR. Upon notice to CONTRACTOR of the claimed breach and the amount of the claimed damage, the COUNTY may withhold any payments to CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the COUNTY from CONTRACTOR is determined. Following notice from the COUNTY of the claimed breach and damage, CONTRACTOR and the COUNTY shall attempt to resolve the dispute in good faith.
- D. The above remedies shall be in addition to any other right or remedy available to the COUNTY under this Agreement, law, statute, rule, and/or equity.
- E. The COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- F. This Agreement may be canceled/terminated with or without cause by either party upon thirty (30) day written notice.

13. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement include but are not limited to: SERVICES TO BE PROVIDED (as to ownership of property); INDEPENDENT CONTRACTOR; INDEMNIFICATION; INSURANCE; DATA PRACTICES; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION/TERMINATION; PROMOTIONAL LITERATURE; and MINNESOTA LAWS GOVERN.

14. CONTRACT ADMINISTRATION

In order to coordinate the services of CONTRACTOR with the activities of the Human Services and Public Health Department / Initial Contact & Assessment Area so as to accomplish the purposes of this Agreement, Mohamed Hassan, Principal Planning Analyst, PSA Service Manager, or successor, ("Contract Administrator"), shall manage this Agreement on behalf of the COUNTY and serve as liaison between the COUNTY and CONTRACTOR.

15. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. CONTRACTOR shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances currently in force or later enacted.
- B. If the source or partial source of funds for payment of services under this Agreement is federal, state or other grant monies, CONTRACTOR shall comply with all applicable conditions of the specific referenced or attached grant.
- C. CONTRACTOR certifies that it is not prohibited from doing business with either the federal government or the State of Minnesota as a result of debarment or suspension proceedings.

16. SUBCONTRACTOR PAYMENT

As required by Minnesota Statutes Section 471.425, Subd. 4a, CONTRACTOR shall pay any subcontractor within ten (10) days of CONTRACTOR's receipt of payment from the COUNTY for undisputed services provided by the subcontractor. CONTRACTOR shall pay interest of 1 ½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, CONTRACTOR shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including any attorney's fees, incurred in bringing the action.

17. PAPER RECYCLING

The COUNTY encourages CONTRACTOR to develop and implement an office paper and newsprint recycling program.

18. NOTICES

Any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to the COUNTY shall be sent to the County Administrator with a copy to the originating Department at the address given in the opening paragraph of the Agreement. Notice to CONTRACTOR shall be sent to the address stated in the opening paragraph of the Agreement or to the address stated in CONTRACTOR's Form W-9 provided to the COUNTY.

19. CONFLICT OF INTEREST

CONTRACTOR affirms that to the best of CONTRACTOR's knowledge, CONTRACTOR's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. CONTRACTOR agrees that, should any conflict or potential conflict of interest become known to CONTRACTOR, CONTRACTOR will immediately notify the COUNTY of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and will advise the COUNTY whether CONTRACTOR will or will not resign from the other engagement or representation.

20. PROMOTIONAL LITERATURE

CONTRACTOR agrees, to the extent applicable, to abide by the current Hennepin County Communications Policy (available upon request). This obligation includes, but is not limited to, CONTRACTOR not using the term "Hennepin County" or any derivative in any promotional literature, advertisements of any type or form or client lists without the express prior written consent of a COUNTY Department Director or equivalent.

21. MINNESOTA LAWS GOVERN

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

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COUNTY BOARD AUTHORIZATION

Reviewed by the County
Attorney's Office

Date: _____

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By: _____
Chair of Its County Board

ATTEST: _____
Deputy/Clerk of County Board

Date: _____

And: _____
Assistant/Deputy/County Administrator

Date: _____

CITY OF RICHFIELD

By: _____

Its: _____

And: _____

Its: _____

CITY represents and warrants that the person who executed this contract is authorized to do so pursuant to applicable law and that any other applicable requirements have been met.

EXHIBIT A
CONTRACTED SERVICES

The Joint Community Police Partnership (JCPP) Project is a project designed to provide assistance and training for both police and the new, emerging and diverse cultures within communities to alleviate conflict. The selection and training of cadets is one part of the project, along with community engagement, police training, and outreach by community liaisons embedded in the police departments.

Cadet Selection: CONTRACTOR shall conduct recruitment, interviewing, testing and selection of cadet. Cadet must pass relevant police screening and background checks as necessary. Upon approval, cadet will be enrolled into trainee program in CONTRACTOR'S local police department and will undergo academic and skills training regimens.

Cadet Training: CONTRACTOR shall provide supervision, support, and training of cadet in its local police department. The cadet will receive training and educational opportunities in conformance with police department rules and procedures, and the department will coordinate activities of the cadet in conjunction with the JCPP. Cadet will complete required academic and skills portions of police-officer training under the direct supervision of police and academic representatives. Cadet transcripts, enrollment records and performance, and on-the-job performance reviews by supervising police officers will be provided quarterly. Cadets will execute up to 20 hours per week as cadet-trainee and maintain acceptable academic performance in academic portions.

EXHIBIT B
FINANCIAL

2014 Budget

Budget Category	Program Budget Amount
a. Salary:	
Hourly salary (\$15.78/hr @ 12.86879 hrs/wk x 52 wks/yr)	\$10,559.61
PERA Coordinated Retirement @ 7.25%	\$765.57
FICA contribution @ 7.65%	\$807.81
Total Salary Costs	\$12,133.00
b. Supportive Technology/Equipment/Examinations:	
Uniforms/Equipment	\$100.00
Medical/Psychological Examinations	\$100.00
Total Supportive Costs	\$200.00
c. Education/Training:	
Training	\$2,667.00
Total Education/Training Costs	\$2,667.00
d. Subtotal	\$15,000.00
e. Additional Miscellaneous Training Dollars & Expenses	\$5,000.00
f. TOTAL	\$20,000.00

Note: Contractor agrees to match this funding by an equal amount or as closely as possible to the amounts listed in the above-referenced budget.



STAFF REPORT

CITY COUNCIL MEETING

MARCH 11, 2014

REPORT PREPARED BY:	BETSY OSBORN, SUPPORT SERVICES MANAGER
DEPARTMENT DIRECTOR REVIEW:	<input checked="" type="checkbox"/> <u><i>[Signature]</i></u> NAME, TITLE SIGNATURE
OTHER DEPARTMENT REVIEW:	<input type="checkbox"/> N/A SIGNATURE
REVIEWED BY CITY MANAGER:	<input checked="" type="checkbox"/> <u><i>[Signature]</i></u> SIGNATURE

ITEM FOR COUNCIL CONSIDERATION:

Public hearing for the consideration of the issuance of a new on-sale wine and 3.2 percent malt liquor licenses for Tejaban Mexico Grill, LLC, d/b/a Fire Up Bar-B-Que, 2 West 66th Street.

I. RECOMMENDED ACTION:

By Motion: Approve the issuance of new on-sale wine and 3.2 malt liquor licenses for Tejaban Mexico Grill, LLC, d/b/a Fire Up Bar-B-Que, 2 West 66th Street.

II. EXECUTIVE SUMMARY

On November 13, 2013, the City received the application materials for the issuance of new on-sale wine and 3.2 percent malt liquor licenses for Tejaban Mexico Grill, LLC, d/b/a Fire Up Bar-B-Que, 2 West 66th Street. All required information and documents have been provided. All licensing fees have been received.

III. BASIS OF RECOMMENDATION

A. BACKGROUND

On November 13, 2013, the City received the application and other required documents for on-sale wine and 3.2 malt liquor licenses for Tejaban Mexico Grill, LLC, d/b/a Fire Up Bar-B-Que.

The Public Safety background investigation has been completed and reveals the following:

The original El Tejaban will be moving to 6519 Nicollet Avenue South and the location at 2 West 66th Street will become Fire Up Bar-B-Que, which will be managed by the owner's son, Miguel Hernandez Jr.

The application for the on-sale wine and 3.2 malt liquor licenses will be issued in the name of Tejaban Mexico Grill, LLC.

The applicant has satisfied the following requirements for issuance of a license:

- The required license fees have been paid.
- Real estate taxes are not delinquent.
- Proof of commercial and liquor liability insurance has been received showing Farmers Insurance Exchange as affording the coverage.

As a result of this being a new request for an on-sale wine and 3.2 malt liquor license, there is no need for an accountant's statement regarding the food/alcohol ratio.

The Public Safety background investigation has been completed. The results of the investigation are summarized in an attachment to this report. The Public Safety Director has reviewed the background investigation report, and none of the information in the report would cause the Public Safety Director to recommend denial of the license.

On-sale wine and 3.2 malt liquor licenses require owners of these establishments to comply with Resolution No. 9511, which outlines the discipline they can expect if any ongoing problems occur. A copy of this resolution has been given to the owners of the establishment.

There are no distance requirements to notify neighbors of the issuance or renewal of on-sale wine and 3.2 malt liquor licenses.

The Notice of Public Hearing was published in the Richfield Sun Current on February 20, 2014.

B. POLICY

- Richfield City Code Section 1202 requires owners of on-sale wine and 3.2 malt liquor license establishments to comply with all of the provisions of both City Code and State Statutes.

C. CRITICAL TIMING ISSUES

- N/A

D. FINANCIAL

- The required background investigation and licensing fees have been received.

E. LEGAL

- The requirements of Resolution 9511 must be met, which outlines the discipline they can expect if any ongoing problems occur. A copy of this Resolution has been given to the owners of the establishment.

F. ENVIRONMENTAL CONSIDERATIONS

- N/A

IV. ALTERNATIVE RECOMMENDATION(S)

- The Council could decide to deny the requested licenses, which would mean the current applicants would not be able to obtain on-sale wine and 3.2 malt liquor licenses.
- Schedule the hearing for another date. However, this may delay the licensing process.

V. ATTACHMENTS

- Summary of background investigation report.

VI. PRINCIPAL PARTIES EXPECTED AT MEETING

- Miguel Angel Hernandez-Cruz – Owner, Tejaban Mexica Grill, LLC.
- Rosa Isela Zambrano Medina – Owner, Tejaban Mexica Grill, LLC.

SUMMARY OF BACKGROUND INVESTIGATION REPORT FOR TEJABAN MEXICA
GRILL, LLC, d/b/a FIRE UP BAR-B-QUE

Officers:

Miguel Angel Hernandez-Cruz, President
Rosa Isela Zambrano Medina, Vice-President

Criminal Histories:

Criminal history checks were conducted on the applicants. In 2011, Miguel Angel Hernandez-Cruz was charged with a misdemeanor for disorderly conduct. Rosa Isela Zambrano is clear of any criminal records/convictions. A police background was also run on the manager of Fire Up Bar-B-Que, Miguel Hernandez Jr., and it came back with no criminal convictions.

Premises:

The property is owned by Brixmor Properties Group which is a subsidiary of Centro Bradley SPE 1, LLC. Verification of this purchase has been provided by Hennepin County tax records. The property housed El Tejaban previously since 2008.

Record of Service Calls:

For the past year there were eight calls for service. Two suspicious persons, two drunkenness, one disturbance, one assault, one threat, and one weapon. The majority of these incidents did not generate from within the restaurant/bar.

Violations:

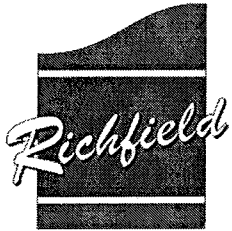
There have been no violations for the sale of alcohol to underage youth in the past year.

Routine Information:

On-sale wine and 3.2 percent malt liquor licenses require owners of these establishments to comply with Resolution No. 9511, which outlines the discipline they can expect if any ongoing problems occur. A copy of this resolution has been given to the owners of the establishment.

There are no distant requirements to notify neighbors of the issuance of renewal of on-sale wine and 3.2 percent malt liquor licenses.


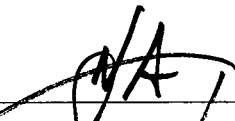
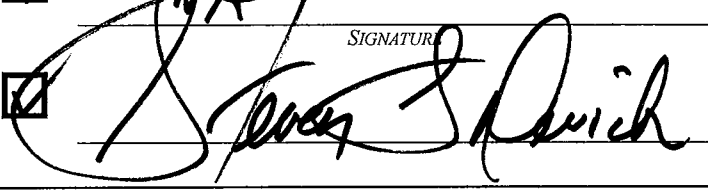
The Notice of Public Hearing was published in the Richfield Sun Current on February 20, 2014.



STAFF REPORT

CITY COUNCIL MEETING

MARCH 11, 2014

REPORT PREPARED BY:	JESSE SWENSON, ASSISTANT HR MANAGER
	NAME, TITLE
DEPARTMENT DIRECTOR REVIEW:	<input checked="" type="checkbox"/> 
	SIGNATURE
OTHER DEPARTMENT REVIEW:	<input checked="" type="checkbox"/> 
	SIGNATURE
REVIEWED BY CITY MANAGER:	<input checked="" type="checkbox"/> 

ITEM FOR COUNCIL CONSIDERATION:

Consideration of a resolution approving the contract with the International Association of Firefighters Local 1215 for the contract period January 1, 2014 through December 31, 2014.

- I. RECOMMENDED ACTION:
- By Motion: Adopt the resolution approving the provisions of the 2014 labor agreement with the International Association of Firefighters Local 1215 bargaining unit and authorize the City Manager to execute the agreement.**

II. EXECUTIVE SUMMARY

City staff has completed labor negotiations with the International Association of Firefighters Local 1215 (Union). This was the last of the four union contracts settled for the 2014 calendar year. The provisions of the one year contract cover all twenty-four employees represented in this unit.

The tentative settlement provides a wage adjustment of 2.25%, effective the first full pay period of January 2014. It also provides a \$40 per month increase to the Employer health insurance contribution and a \$7.50 per month increase to the Employer contribution for single dental insurance coverage.

The other provisions of the tentative agreement include:

- A \$15 increase to the clothing allowance from \$585 to \$600 per year.
- An increase to the disability reserve cap from 960 hours to 1200 hours. Disability reserve hours are used after all sick leave hours have been exhausted, and can be used only in cases of actual illness or injury, legal quarantine and to receive dental or medical care. The 240 hour increase helps the employee when they need to be out for a serious medical condition. However, there is no pay out obligation for unused disability reserve hours at the time of an employee's separation of employment.
- Additional clothing items added to the initial issue list and the clothing allowance list.

III. BASIS OF RECOMMENDATION

A. BACKGROUND

The tentatively approved one year contract settlement includes the following significant changes:

- Wages: A two and two-quarter percent wage adjustment in 2014.
- Clothing allowance increase from \$585 to \$600 per year.
- An increase to the disability reserve cap from 960 hours to 1200 hours.
- Additional clothing items added to the initial issue list and the clothing allowance list.
- Health Insurance: A \$40 increase to the Employer health insurance contribution, which provides up to a maximum contribution of \$669.50 per month for single Employee coverage, \$990 per month for Employee plus spouse or Employee plus child(ren) coverage and \$1,040 per month for Employee plus family coverage.
- Dental Insurance: A \$7.50 increase to the Employer contribution for Employee single dental insurance coverage at \$52.50 per month.

B. POLICY

- The City has met and negotiated in good faith with the Union and its representatives and is bound under the Public Employer's Labor Relations Act to meet and bargain over the terms and conditions of employment.
- The proposed settlement for the health and dental insurance provisions is identical to those provided to non-union City employees. The City has a long history of providing the same level of insurance benefits to all eligible City employees.
- The 2014 two and two-quarter percent (effective the first full pay period in 2014) wage increase represents the same wage adjustment implemented for non-union City employees. All of the other City unions are settled for 2014.
- The wage settlement and health insurance provision is well within the range for other comparable bargaining groups in similar metro cities.

C. CRITICAL TIMING ISSUES

- In order to allow the City's accounting personnel to modify payroll records in a timely manner for 2014 wages and benefits, it is recommended that the City Council act on March 11, 2014 to adopt the attached resolution providing for contract changes, effective January 1, 2014.

D. FINANCIAL

- Two and two-quarter percent (2.25%) wage increase effective the first full pay period of 2014, for contract year 2014.
- A \$15 increase in clothing allowance from \$585 to \$600.
- A \$7.50 per month increase in Employer monthly contribution towards employee single dental insurance in 2014.
- A \$40 per month increase in Employer monthly contribution towards health insurance coverage in 2014.

E. LEGAL

- If the terms of this agreement are not approved, further negotiation and/or mediation will be necessary.

F. ENVIRONMENTAL CONSIDERATIONS

- NA

IV. ALTERNATIVE RECOMMENDATION(S)

- Do not approve the terms of this agreement and prepare for further negotiation and/or mediation.
- Defer discussion to another date.

V. ATTACHMENTS

- Resolution

VI. PRINCIPAL PARTIES EXPECTED AT MEETING

- None

RESOLUTION NO.

**RESOLUTION APPROVING LABOR AGREEMENT BETWEEN THE
CITY OF RICHFIELD AND
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF), LOCAL 1215
BARGAINING UNIT FOR THE YEAR 2014**

WHEREAS, the City Manager and the Richfield Firefighters IAFF Local 1215 have reached an understanding concerning conditions of employment for year 2014; and

WHEREAS, it would be inappropriate to penalize IAFF Local 1215 members who have negotiated in good faith; and

WHEREAS, the City Ordinance requires that contracts between the City and the exclusive representative of the employees in an appropriate bargaining unit shall be completed by Council resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approve the Labor Agreement between the City of Richfield and IAFF Local 1215 Bargaining Unit for 2014, under the provisions of the Labor Agreement to be implemented, effective January 1, 2014 and authorize the City Manager to execute the contract.

Adopted by the City Council of the City of Richfield, Minnesota this 11th day of March 2014.

Debbie Goettel

Mayor

ATTEST:

Nancy Gibbs

City Clerk



AGENDA SECTION: OTHER BUS.
AGENDA ITEM # 7
REPORT # 67

STAFF REPORT

CITY COUNCIL MEETING

MARCH 11, 2014

REPORT PREPARED BY:

THERESA SCHYMA, DEPUTY CITY CLERK

NAME, TITLE

DEPARTMENT DIRECTOR REVIEW:

☐

N/A

SIGNATURE

OTHER DEPARTMENT REVIEW:

☐

N/A

SIGNATURE

REVIEWED BY CITY MANAGER:

☒

Steven S. Schuch

ITEM FOR COUNCIL CONSIDERATION:

Consideration of an appointment to a City advisory commission.

I. RECOMMENDED ACTION:

By Motion: Approve the appointment to fill a vacant term on a City advisory commission.

II. EXECUTIVE SUMMARY

In January 2014, the City Council made several appointments to the various City advisory commissions. However, there continue to be some vacancies following these appointments.

The City Council continues to accept commission applications and interviews all applicants.

An application was received and a Special City Council Meeting was scheduled for March 11, 2014 to conduct interviews. Consideration of the approval of the appointment is on the March 11, 2014 Regular City Council Meeting agenda.

III. BASIS OF RECOMMENDATION

A. BACKGROUND

- In January 2014, the City Council made several appointments to the various City advisory commissions.
- There were some remaining vacancies following those appointments.
- The City Council continues to accept applications and interviews all applicants.

B. POLICY

- The City advisory commissions were established by City ordinance or resolution. Interviews of the applicants are conducted at Special City Council meetings. The required meeting notice is posted in accordance with the open meeting law requirements.

C. CRITICAL TIMING ISSUES

- Applications were received and interviews were conducted on March 11, 2014.

D. FINANCIAL

- N/A

E. LEGAL

- The March 11, 2014 Special City Council Meeting was posted in accordance with the open meeting law requirements.

F. ENVIRONMENTAL CONSIDERATIONS

- N/A

IV. ALTERNATIVE RECOMMENDATION(S)

- The City Council could defer the appointment to a future City Council Meeting.

V. ATTACHMENTS

- Commission vacancy list.

VI. PRINCIPAL PARTIES EXPECTED AT MEETING

- None.

COMMISSION VACANCIES

	<u>Term Expires</u>
ARTS COMMISSION	
	January 31, 2017
	January 31, 2017
	January 31, 2017
(mid term)	January 31, 2016
(mid term)	January 31, 2015
(mid term)	January 31, 2015
COMMUNITY SERVICES COMMISSION	
	January 31, 2017
	January 31, 2017
(mid term)	January 31, 2016
FRIENDSHIP CITY COMMISSION	
	January 31, 2017
(mid-term)	January 31, 2015
(mid-term)	January 31, 2015
(mid-term)	January 31, 2015
HUMAN RIGHTS COMMISSION	
	January 31, 2017
(mid-term)	January 31, 2015